DEFINED EVENTS

The Company will indemnify the Insured against accident, loss or damage arising in the course of the Insured's business occurring while the vehicle as described in the schedule is

(a) On the road

(b) Temporarily garaged during the course of a journey elsewhere than in or on any business premises own or occupied by the Insured in the area which on the 1st January 1976 constituted the Republic of Namibia, South Africa, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi.

SUB-SECTION A LOSS OR DAMAGE

Loss or damage to the vehicle described in the schedule including its accessories and spare parts (excluding car radios, tape decks, compact disk players and other sound equipment) whilst permanently fitted thereto. The Company may at its option repair, reinstate or replace the vehicle or may pay in cash the amount of loss or damage not exceeding the reasonable market value of the vehicle at the time of loss or damage but subject to the limit of indemnity stated in the schedule. In the event of any part being unprocurable as a standard (ready manufactured) article within the Republic of Namibia or South Africa the liability of the Company shall be discharged by the payment of an amount equal to the value of such part at the time of the loss but not exceeding the maker's latest list price operative in the Republic of Namibia or South Africa and the reasonable cost of freight, other than by air, and current labour charge for fitting plus any import duty or tax applicable thereto.

The Insured may give instructions for repairs to be executed without the prior consent of the Company to the extent of but not exceeding N$ 2 000 provided that a detailed estimate is first obtained and immediately forwarded to the Company. The Company will also pay the reasonable cost of protection and removal to the nearest repairers and delivery after repair to the address of the Insured which must be an address in the Republic of Namibia or South Africa in an amount not exceeding N$ 750 unless otherwise agreed to by the Company.

EXCEPTIONS TO SUB-SECTION A

The Company shall not be liable

(a) consequential loss from any cause whatsoever

(b) wear and tear, mechanical or electrical breakdowns, failures or breakages

(c) damage to tyres by application of brakes or road punctures, cuts or bursts

(d) damage to springs due to inequalities of the road or other surface or to impact with such inequalities

(e) depreciation which shall mean diminution in value of the vehicle howsoever arising including diminution consequent upon the vehicle having sustained damage insured under this section notwithstanding the repair of such damage in terms of this section

(f) loss or damage to accessories or spare parts by theft unless the vehicle is stolen at the same time

(g) detention, confiscation or requisition by customs or other officials or authorities.

SUB-SECTION B LIABILITY TO THIRD PARTIES

Any accident caused by or through or in connection with the vehicle including the loading and/or unloading of such vehicle against all sums including claimants costs and expenses subject to the limit of indemnity stated in the schedule which the Insured shall become legally liable to pay including all such costs and expenses as may be incurred with the written consent of the Company in respect of

(i) death or bodily injury to any person

(ii) damage to property

The Company shall be entitled at its discretion to arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under this sub-section or for defending in any court of law any criminal proceedings in respect of any act arising or relating to any event which may be the subject of indemnity under this sub-section.

In terms of and subject to the limitations of and for the purposes of this section the Company will indemnify any person who is personally driving or in control of the vehicle on the Insured's order or with his permission provided

(a) that such person is not entitled to indemnity under any other policy

(b) that such person shall as though he were the Insured observe, fulfil and be subject to the terms, exceptions and conditions of this section in so far as they can apply

(c) that such person has not been refused any motor vehicle insurance or continuance thereof by any insurance company or underwriter

(d) that the person who is driving is licensed to drive the vehicle and is complying with the terms of his license

(e) that such person is not under the influence of intoxicating liquor or drugs or suffering from any physical infirmity or disease which affects his efficient driving and/or control of the vehicle at the time of the happening of any event arising out of which indemnity is claimed under this section.

EXCEPTIONS TO SUB-SECTION B

The Company shall not be liable in respect of

(a) So much of any compensation as falls within the scope of the Multilateral Motor Vehicle Accidents Fund Act 1989 No. 93 of 1989 or any replacement of this Enactment by any State situated within the area which on the 1st January 1976 constituted the Republic of Namibia or South Africa or as falls within the scope of the Motor Insurance Act No. 26 of 1974 (Botswana) or the Lesotho Motor Vehicle Proclamation 1972 (No. 18 of 1972) or the Motor Vehicle Insurance Order No. 47 of 1973 (Swaziland) or of any amendment, replacement or substitution of any of the aforesaid Enactments. This exception shall apply notwithstanding that no insurance under the said Enactment is in force or has been effected.

(b) Death, injury or damage caused or arising

(i) beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the vehicle for loading thereon or the taking away of the load from the vehicle after unloading therefrom

(ii) out of the operation, demonstration or use for purposes other than maintenance or repair of such vehicle (unless it be a fork-lift truck) or any tool or plant forming part of or attached to or used in connection with the vehicle or anything manufactured by or contained in any such tool or plant.

(c) Death of or injury

(i) to any person being carried in or upon or getting onto or alighting from the vehicle (other than a private type motor car or the passenger carrying compartment of any light delivery vehicle with a carry capacity not exceeding 2 000kg)

(ii) to any person in the employment of the Insured arising out of and in the course of such employment

(iii) to any person being a member of the same household as the Insured.

(d) Damage

(i) to any viaduct, bridge or weighbridge or to any road or anything beneath by vibration or by the weight of the vehicle or load carried by the vehicle

(ii) to property belonging to or held in trust by or in the custody or control of the Insured or being conveyed by, loaded onto or unloaded from the vehicle.

APPLICATION OF LIMITS OF INDEMNITY

In the event of an accident involving indemnity to more than one person any limitation by the terms of this section of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Insured.

FIRST AMOUNT(S) PAYABLE

In respect of any claim under this section the Insured shall be responsible for the first amount(s) payable as shown in the schedule. If the expenditure incurred by the Company including any payment in respect of costs, expenses and fees shall include the first amount(s) payable or part thereof such amount shall be repaid by the Insured to the Company.

WAGES BASIS

DESCRIPTION OF VEHICLE

(a) Any motor vehicle or trailer the property of or in the custody or control of the Insured as specified in the schedule

excluding

any vehicle the property of the Insured and hired or sold under an instalment sale agreement or other deferred ownership unless such vehicle is in the custody or control of the Insured at the time of the occurrence of the event out of which any claim arises

(b) Any vehicle (mechanically-propelled or otherwise) attached to a vehicle covered under (a) above for the purpose of being towed or salvaged

excluding

damage caused by mechanical or electrical breakages or damage to tyres whilst the vehicle is being towed or salvaged.

the term vehicle shall mean

(a) private type motor cars and light delivery vehicles with a carrying capacity not exceeding 2 000kg
(b) commercial vehicles with a carrying capacity exceeding 2 000kg
(c) motor cycles, motor scooters, three wheelers and four wheelers
(d) caravans and trailers
(e) special types of vehicles

as specified in the schedule.

DESCRIPTION OF USE CLAUSE

Use for business purposes of the Insured by the Insured, a member, director, employee or servant of the Insured excluding transit, delivery or convoying for or on behalf of the Insured by casual drivers or persons not wholly and regularly engaged in the employ of the Insured

including

use for purposes of tuition provided that the person taught to drive is complying with the law in force relating to learner-drivers and is accompanied by a fully licensed driver who shall be either the Insured, a member of the Insured or an employee of the Insured

including

use for purposes of demonstration which shall include driving by the person to whom the vehicle is being demonstrated provided that such person is accompanied by a fully licensed driver who shall be either the Insured or a member, director or employee of the Insured

including

use for social, domestic and pleasure purposes (whether such use is incidental to the business of the Insured or not) by any person other than the Insured, a member, a director or an employee of the Insured.

MEMORANDUM

It is hereby agreed and declared that the premium for each period of insurance which may be accepted by the Company shall be based upon the estimated wages, salaries, commissions and any other consideration payable by the Insured to all employees.

At the commencement of each period of insurance the Insured shall furnish to the Company a statement containing an estimate of the amount of wages, salaries, commissions and any other consideration as aforesaid and shall pay to the Company an estimated premium calculated upon such statement.

Upon termination of each period of insurance the Insured shall within one calendar month furnish to the Company a statement of the actual amount paid or allowed as aforesaid and if the total amount disclosed by such statement shall differ from the amount upon which the estimated premium was calculated the difference in premium shall be met by an additional payment to the Company or by a refund to the Insured calculated on the basis of the Company's scale of charges for this section.

It is a condition precedent to any liability of the Company under this section that

(a) the Insured shall regularly record in a proper wage register the name of every employee together with the wages, salary, commission and other consideration paid or allowed to such employee and shall immediately record in such wage register the date of engagement and of discharge of each employee
(b) the Insured shall at all times permit the Company through any of their representatives to inspect such wage register.

SPECIFIC CONDITION

If during the currency of this section the license of the Insured or any authorised driver be endorsed, suspended or cancelled or if he or they shall be charged or convicted of negligent or reckless or improper driving notification shall be sent in writing to the Company immediately the Insured has knowledge of such fact.

EXTENSIONS

1 **LOSS OF USE OF CUSTOMERS VEHICLES** (if stated in the schedule to be included)

In the event of the Company being liable to indemnify the Insured under sub-section A of this section in respect of loss of or damage to any vehicle the property of a customer whilst in the custody or control of the Insured the Company will also indemnify the Insured notwithstanding anything contained in exception (a) of sub-section A of this section against liability at law to pay compensation for loss of use of such vehicle provided that

(a) the liability of the Company shall be limited to an amount not exceeding N$ 300 per day

and

(b) in no event shall the liability of the Company by virtue of this extension exceed the liability of the Company under sub-section A of this section in respect of loss or damage to such vehicle or the sum of N$ 3000 whichever is the lesser.

2 **NEGLIGENCE OF PASSENGERS EXTENSION** (if stated in the schedule to be included)

The Company will indemnify the Insured in terms of sub-section B of this section any person using the vehicle provided that such person

(a) is not personally driving or in control of the vehicle

(b) is not entitled to indemnity under any other policy

(c) is not under the influence of intoxicating liquor or drugs

(d) shall as though he were the Insured observe, fulfil and be subject to the terms, conditions and exceptions of this section insofar as they can apply.

3 **PASSENGER LIABILITY – MOTOR CYCLES EXTENSION** (if stated in the schedule to be included)

The Company will indemnify the Insured in the terms of and subject to the limitations of sub-section B in respect of liability not exceeding N$ 100 000 in the aggregate in respect of any accident or series of accidents as a result of any one event to non-fare paying persons carried in or upon or getting onto or alighting from any motor cycle, scooter, three wheeler, four wheeler or side car provided such persons are not employees being carried in the course of their employment with the Insured.

4 **UNAUTHORISED PASSENGER LIABILITY** (if stated in the schedule to be included)

It is agreed that sub-section B of this policy is extended subject to its terms and limitations to cover the Insured's legal liability for death of or bodily injury to persons whilst being carried on the vehicle in contravention of the Insured's instruction to his driver. The Company's liability is limited to a maximum of N$ 100 000 for any one accident or series of accidents arising out of one occurrence.

5 **PASSENGER LIABILITY – COMMERCIAL VEHICLES EXTENSION** (if stated in the schedule to be included)

It is agreed that sub-section B of this policy is extended subject to its terms and limitations to cover the Insured's legal liability for death of or bodily injury to persons carried in the passenger carrying compartment of any commercial vehicle provided such persons are not employees being carried in the course of their employment with the Insured.

6 **SOCIAL, DOMESTIC AND PLEASURE USE EXTENSION** (if stated in the schedule to be included)

It is agreed that this section is extended to cover use for social, domestic and pleasure purposes by any of the persons named in the schedule.

7 **UNACCOMPANIED DRIVING – MOTOR CYCLES EXTENSION** (if stated in the schedule to be included)

The indemnity provided by this section is extended to apply while any motor cycle, scooter, three wheeler or wheeler otherwise insured under this section is being driven by any person for the purposes of tuition or demonstration without being accompanied by the Insured or any other person as required in terms of the description of use clause.

8 **WINDSCREEN EXTENSION** (if stated in the schedule to be included)

The provisions of this section relating to first amount(s) payable shall not apply to any payment for damage to windscreen glass, side or rear glass forming part of any vehicle

provided that

(a) no other damage has been caused to the vehicle giving rise to a claim under this section

(b) the Insured shall be responsible for the first amount payable stated in the schedule for each and every loss

9 **CAR RADIO AND SOUND EQUIPMENT/ACCESSORIES EXTENSION** (if stated in the schedule to be included)

It is hereby declared and agreed that this section is extended to cover loss of or damage to car radio and sound equipment/accessories (excluding any tapes or CD's) subject to the limit specified in the schedule.

10 **UNAUTHORISED USE BY EMPLOYEES EXTENSION** (if stated in the schedule to be included)

Specific exception 4(e) is deleted.

11 **RIOT AND STRIKE EXTENSION** (if stated in the schedule to be included).

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein, this section is extended to cover damage directly occasioned by or through or in consequence of:

(i) civil commotion, labour disturbances, riot, strike or lockout;

(ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (i) above;

provided that this extension does not cover:

(a) loss or damage occurring in the Republic of Namibia and South Africa;

(b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;

(c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;

(d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

(e) loss or damage related to or caused by any occurrence referred to in General exception 1 (A) (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the company alleges that, by reason of proviso (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

OPTIONAL LIMITATIONS

1 **DELETION OF DEMONSTRATION RISK** (if state in the schedule to be included)

Notwithstanding anything to the contrary contained in this section the Company shall be under no liability while the vehicle is being used for the purpose of demonstration.

2 **DELETION OF OWN VEHICLES** (if stated in the schedule to be included)

Notwithstanding anything to the contrary contained in this section the description of vehicle is deemed not to include any vehicle the property of the Insured.

3 **DELETION OF DEMONSTRATION RISK AND OWN VEHICLES** (if stated in the schedule to be included)

This section excludes liability in respect of any vehicle whilst it is being demonstrated and is inoperative in respect of vehicles owned by the Insured.

4 **DELETION OF PASSENGER LIABILITY** (if stated in the schedule to be included)

The Company shall not be liable under sub-section B of this section in respect of death of or injury to any person being carried in or upon or getting onto or entering or alighting from the vehicle at the time of the occurrence of the event out of which any claim arises.

5 **SPECIAL TYPES OF VEHICLES** (if stated in the schedule to be included)

Notwithstanding anything to the contrary contained in this section the words any motor vehicle of the description of vehicle are deemed to have been deleted and replaced by the following

Any tractor, agricultural, horticultural or forestry vehicle or load and earth moving equipment lift truck or mobile crane.

6 **THIRD PARTY ONLY LIMITATION** (if stated in the schedule to be included)

Sub-section A is hereby cancelled.

SPECIFIC EXCEPTIONS

The Company shall not be liable in respect of

1 Any accident, injury, loss, damage or liability caused, sustained or incurred outside the area which on the 1st January 1976 constituted the Republic of Namibia, South Africa, Botswana, Lesotho and Swaziland.

2 Any accident, injury, loss, damage or liability caused, sustained or incurred whilst any vehicle insured by this section is being

(a) used otherwise than in accordance with the description of use clause

(b) driven by the Insured or with his general knowledge and consent by any person

(i) unless he is licensed to drive such vehicle in accordance with the legislation of the territory in which it is being used or having been so licensed is not disqualified from holding or obtaining such a license

(ii) while under the influence of intoxicating liquor or drugs (and for purposes of this section a person shall be deemed to be under the influence of liquor if the level of alcohol in his blood exceeds any maximum level that may be imposed by law)

3 any claim arising out of any liability assumed by the Insured by agreement and which would not have attached in absence of such agreement.

4 Any claim in respect of any vehicle

(a) let out on hire or being used as a taxi or plying for public or private hire or for being used for the carrying of passengers for reward

(b) engaged in racing or any speed contest or trial or being driven in a match for a wager

(c) being used for the carrying of explosives or any load in excess of that for which it is being constructed to carry

(d) being used for any unusual or specifically hazardous purpose provided that the carrying of petrol or other spirit shall in itself not be considered an infringement of this exception

(e) being used for any unauthorised purpose by an employee of the Insured or by any other person with whom such employee is or was acting in collusion.

5 Theft of any vehicle or damage as a result of theft or any attempt thereof by an employee of the Insured.

6 Any loss or damage to any vehicle where such vehicle's market value exceeds the limit of indemnity as stated in the schedule.